

This Agreement is entered into this April _____, 2025, by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota, (“City”) and Pheenix USH LLC, dba Spin, (“Vendor”).

WHEREAS, the City intends to allow companies offering electric scooter and electric-assisted bicycle sharing programs to operate in Saint Paul under certain terms and conditions which will protect and manage City property while allowing residents and visitors to the City to utilize the electric scooters and electric-assisted bicycles for transportation and recreational value; and

WHEREAS, Vendor is a company which provides electric scooters and electric-assisted bicycles and wishes to utilize City property as part of its business model for the parking and operation of its electric scooters and electric-assisted bicycles;

Now, therefore, based upon the promises and conditions stated herein, parties agree as follows:

SECTION 1: Definitions

“Boulevard/Furnishing Zone” means the area of the sidewalk between the Curb Zone and the Pedestrian Zone as defined in the Saint Paul Street Design Manual (2016) (<https://www.stpaul.gov/departments/planning-economic-development/planning/current-activities/complete-streets-plan>)

“City Property” means property which is owned, leased, or controlled by the City of Saint Paul, including but not limited to public right of way, easements, city and regional parkland, and green space surrounding City-owned buildings.

“Bicycle Parking Rack” means a series of inverted U-style steel bicycle racks mounted to steel rails. The minimum number of racks to be affixed as part of a single unit is five (5) inverted U-style racks. Bicycle racks will not include any attached vendor branding and are intended for the orderly parking of shared vehicles and for use by members of the public, generally.

“Electric-Assisted Bicycle” or **“Electric-Assist Bicycle”** means a bicycle as defined in Minnesota Statute 169.011 Subd. 27.

“Outwalk” means the sidewalk that runs perpendicular to the street across a boulevard to the main sidewalk.

“Parklet” means a seating area or green space created as a public amenity on or alongside a sidewalk, especially in a former roadside parking space.

“Scooter” means a motorized foot scooter as defined in Minnesota Statute 169.011 Subd. 46.

“Service Zone” means the City of Saint Paul municipal boundaries.

“Transit Zone” means any portion of a street, sidewalk, or other area intended for use of transit vehicles or patrons, including bus stops, shelters, passenger waiting areas, and bus layover and staging zones.

SECTION 2: Grant of Use of City Property and Fleet Size

- A. City grants Vendor the use of the City property for operation of an electric scooter and electric-assisted bicycle sharing system consistent with the terms and conditions contained in this Agreement.
- B. Vendor shall be required to have a minimum of 250 operational electric scooters available for use on City Property and may operate up to a maximum of 900 scooters on City property. Vendor may request permission to operate additional scooters, subject to subsection F, below.
- C. Vendor shall be required to have a minimum of 100 operational electric-assisted bicycles available for use on City Property and may operate up to a maximum of 500 Electric-Assisted Bicycles on City Property. Vendor may request permission to operate additional electric-assisted bicycles, subject to subsection F, below.
- D. The City recognizes that a larger fleet of electric scooters and electric-assisted bicycles will be operating in 2025 in the City of Minneapolis and at the University of Minnesota, and that System patrons can and will ride the vehicles into and park them in Saint Paul.
 - i. The Vendor shall make a good faith effort to manage the number of electric scooters and electric-assisted bicycles at or near the stated maximum number identified in subsection B and C to be deployed in Saint Paul, measured on a monthly basis.
- E. If the City documents that the number of electric scooters and/or electric-assisted bicycles in Saint Paul is consistently below or above the number the Vendor has agreed to be deployed in Saint Paul per subsections B and C (measured on a monthly basis), the City may require a reduction in the number of vehicles permitted to operate in a subsequent month.
- F. Vendor may request an increase in the maximum number of electric scooters and/or electric-assisted bicycles permitted to operate in Saint Paul by submitting a request to the City Contract Administrator (Section 15) via email. The request must provide justification for why additional scooters and electric-assisted bicycles are desired. When a request is made, the Vendor must provide the City with an updated calculation of the vehicle utilization rate for scooters and/or bicycles and an accounting of customer comments and complaints received.
- G. City is under no obligation to increase the maximum number of electric scooters and/or electric-assisted bicycles as requested by Vendor. So long as Vendor is in compliance with this Agreement, City shall not unreasonably withhold approval

of a request to increase the maximum number of electric scooters or electric-assisted bicycles. City will determine whether an increase will be permitted based on utilization rates, compliance with this agreement, demonstrated effective scooter and bicycle parking management by Vendor, the number of vendors operating within the City, available staff time to oversee additional vehicles, maximizing the health and welfare of the general public, and other factors. City will notify Vendor of any increases in the number of scooters permitted by this Agreement by sending written notice to Vendor. Such increases shall not require an amendment to this Agreement.

SECTION 3: Term of Agreement. This Agreement will be effective upon execution and approval by City Council and continue in effect until December 31, 2025, unless earlier terminated pursuant to Section 12. Thereafter, this agreement may continue for two (2) additional 1-year terms to the end of the 2027 operating season. Agreement renewal requires annual City Council approval per City ordinance ([Saint Paul Legislative Code § 141.02](#)).

- A. The Vendor shall not commence vehicle deployment for a given year's operations until:
 - i. This agreement has been fully executed;
 - ii. An active Certificate of Insurance has been received and certified by the City Contract Administrator as meeting the standards of this agreement (Section 7);
 - iii. All invoices for shared mobility operations for the previous year and any required vehicle deployment fees have been paid in full; and
 - iv. The City Contract Administrator has provided the Vendor with a written Notification to Proceed with the date of first deployment specified.
- B. The estimated date of first deployment will be on or around April 15th of 2025.
- C. The estimated end of the operational season will be on or around November 15th of every year.
- D. If Vendor chooses to extend its operating season past November 15, 2025, it will provide the City with a Winter Operations Plan no later than November 1, 2025. After reviewing this Winter Operations Plan, the City may allow the Vendor to operate past November 15, 2025, until December 31, 2025.
 - a. The operations plan will include details such as proposed numbers and types of vehicles to be deployed in winter months, the approach to addressing winter weather, and the strategy for managing snow emergencies.
 - b. The City shall provide timely feedback a proposed winter operations plan.
 - c. After reviewing the Winter Operations Plan, the City may agree to extend the Vendor's operations past November 15, 2025, but the City is under no obligation to agree to this extension. The City may require suspension of winter operations with reasonable notice to the Vendor.
 - d. Agreement to an extended winter operation period through December 31,

2025, may be completed with written confirmation from the City Contract Administrator.

- e. Extension of winter operations into January 2026 will require a contract amendment and City Council action, per Saint Paul Legislative Code.
- E. The City reserves the right to advance or delay the start and end dates for operational seasons as needed but shall not do so unreasonably and shall provide reasonable notice in writing.
- F. To the extent practicable, the City will try to ensure that all vendors with an executed agreement will have the opportunity to begin and end operations on or around the same date.

SECTION 4: Fees and Reimbursement.

- A. Vendor will pay a trip fee of \$0.13 per trip for all trips that start or end within the Service Zone. Trip fees shall be paid to the City on an annual basis. The City shall review trip data, agree the number of trips with the Vendor, and issue an invoice to the Vendor for payment.
- B. Vendor will pay a park impact fee of \$0.27 per scooter per trip for all trips that begin or end on parkland. Park impact fees are in addition to, not in place of, trip fees as required in Section 4A. Any trip that both begins and ends on parkland shall only be subject to a single park impact fee. Impact fees shall be paid to the City on an annual basis. The City shall review parks trip data, agree the number of trips with the Vendor, and issue an invoice to the Vendor for payment. Vendor must furnish to the City the geographic coordinates of both origin and destination points of all trips taken in the previous month no later than the tenth day following that month to allow for verification of park trips. For purposes of this section, a trip is taken in the calendar month that the trip is ended in.
- C. For any month in which the Vendor is below the minimum and/or above the maximum fleet deployment numbers for electric scooters and/or electric-assisted bicycles as detailed in Section 2, the City may, at its discretion, require a reduction in the number of vehicles permitted to operate in a subsequent month. The City will allow flexibility for the minimum deployment during the first month of operation to acknowledge that it may take time to build a fleet to the minimum required.
- D. Vendor will be responsible for reimbursing the City for the costs of City staff time spent relocating or removing scooters from any location where scooter parking is prohibited under this Agreement.
 - i. If the improperly parked electric scooter or electric-assist bicycle is not impeding the real-time operations or maintenance work of City staff, before relocating the scooters and seeking reimbursement from Vendor, the City will first notify Vendor of the issue and request that the vendor relocate the scooter to an allowed location. Vendor will have two (2) hours to relocate scooters if notified by the City between 6am to 8pm on weekdays, not including holidays, and ten (10) hours at all other times. If Vendor has been notified about an improperly parked electric

scooter or electric-assist bicycle by an outside party (e.g. resident, business owner), the Vendor shall have twenty-four (24) hours to relocate the vehicle to an appropriate location. Vendor must promptly notify the City of corrective action taken.

- ii. If an improperly parked electric scooter or electric-assist bicycle is impeding the real-time operations or maintenance work of City staff (e.g., a scooter improperly parked on the grass within a City park impedes lawn mowing), City staff are authorized to relocate the scooters and bicycles without providing prior notice to Vendor, and Vendor will be responsible for reimbursing the City for the costs of City staff time per the rates established in this Agreement.

W. Fees for staff time are:

- i. \$35 per scooter or electric-assist bicycle per move from unauthorized location or location impeding real-time operations or maintenance.
 - ii. \$20 per day per scooter or electric-assist bicycle for storage at Dale Street facility. A partial day counts as one day.
 - iii. In order to verify that such impounds were proper and valid, with each invoice for the removal of the scooter, the City shall document the time the scooter was removed, the location in which the scooter was removed, photo of the scooter that is in violation and reference to how such parking of the scooter violated the terms and conditions outlined by the City.
- X. Nothing herein prevents the City from moving the scooters from a location for any reason without giving prior notification to Vendor. If the scooter is not impeding the real-time operations of maintenance of City staff, or posing an immediate safety threat, City staff is not entitled to reimbursement from Vendor for these moves if prior notification is not given to Vendor.

SECTION 5: Equipment Specifications, Maintenance and Security.

- A. Scooters must meet the requirements for lighting equipment set forth in Minn. Stat. §169.225, subd. 5, and must comply with State of Minnesota requirements for rear visibility by providing a rear red light rather than a reflector.
- B. All electric-assisted bicycles must meet the requirements for bicycle lighting equipment set forth in Minn Stat. §169.222 and must comply with State of Minnesota requirements for rear visibility by providing a rear red light rather than a reflector.
- C. All electric scooters and electric-assisted bicycles must be powered by electric motor. No scooters or bicycles powered by internal combustion engines are permitted.
- D. Each electric scooter and electric-assisted bicycle must have a unique identifier, such as a number, visible to the user of the scooter or bicycle.
- E. All electric scooters and electric-assisted bicycles must include on-board GPS capabilities

to ensure Vendor's ability to locate and retrieve scooters at any time as needed.

- F. Each electric scooter and electric-assisted bicycle must be maintained in a safe and operable condition. When the Vendor becomes aware of an inoperable or unsafe scooter or electric-assisted bicycle must be immediately made unavailable for use and removed from City Property.
- G. Vendor must provide customers and Public Works staff with a 24-hour customer service phone number and electronic communication method for reporting safety or maintenance issues with scooters, or to ask questions or register complaints.
- H. Vendor must provide Public Works staff with email and phone contact information for local staff person(s) responsible for relocating scooters upon request from the City. Vendor agrees that City staff will contact local Vendor staff directly with scooter relocation requests and concerns and will not interface with Vendor centralized call centers. For the purposes of this agreement, "local" refers to a person located within Minneapolis, Saint Paul, or their immediate environs. If the Vendor fails to identify and maintain a local staff person to effectively manage the scooter and bicycle fleet, the City may restrict operations and may require termination of the operating agreement.
- I. City is not responsible for any lost or stolen electric scooters or electric-assist bicycles, and for damage or vandalism by third parties, and Vendor waives all claims against the City for any such loss or damage. This clause shall not apply to vehicles that have been impounded by the City and/or are in City custody.
- J. Vendor shall relocate electric scooters and electric-assisted bicycle within the time frame specified in Section 4.D upon receiving a request from the City to do so, even if the scooters are otherwise properly parked per the requirements of this agreement.

SECTION 6: Vendor Responsibilities.

- A. Vendor must ensure scooters are parked according to the following requirements:
 - i. Electric scooters and electric-assist bicycles must not be parked in a way that compromises accessibility per the Americans with Disabilities Act. This includes, but is not limited to, sidewalk pedestrian accessible routes, curb ramps, building entrances, handrails, bus stops, and designated ADA-accessible parking spaces.
 - ii. Electric scooters and electric-assist bicycles must be parked in the boulevard/furnishing zone when parked in the public right of way.
 - iii. Electric scooters and electric-assist bicycles may not be parked where the boulevard/furnishing zone is less than 3 feet wide, or where there is no boulevard/furnishing zone.
 - iv. Electric scooters and electric-assist bicycles parked adjacent to a sidewalk or shared use path/trail must not impede normal and reasonable pedestrian traffic and must maintain a minimum clear 5-foot pedestrian walkway on the adjacent sidewalk or shared use

path/trail. The Vendor must endeavor to avoid parking scooters and bicycles on a shared use path/trail if at all possible.

- v. Electric scooters and electric-assist bicycles must be upright and stabilized with a kickstand or cable lock when parked. Electric scooters and electric-assist bicycles must not be parked where slopes are sufficiently steep that scooters and bicycles cannot stay upright.
 - vi. Any equipped cable lock must not encircle a tree when parked.
 - vii. Electric scooters and electric-assist bicycles must not be parked in a manner that is adjacent to, within, or blocking:
 - a. Pedestrian curb ramps;
 - b. Fire hydrants;
 - c. Parklets;
 - d. Transit zones;
 - e. Signed loading zones;
 - f. Disability parking areas;
 - g. Street furniture that requires pedestrian access (for example - benches, parking pay stations, trash bins, bus shelters, transit information signs, permitted sidewalk patios, etc.);
 - h. Entryways to buildings;
 - i. Outwalks; and
 - j. Driveways.
- B. Vendor is required to educate customers on the proper parking of electric scooters and electric-assist bicycles. The Vendor must provide the City with a description of educational content shared with customers and the frequency with which customers see this information. The Vendor will be solely responsible for informing its customers about scooter and electric-assisted bicycle parking requirements.
- C. The City reserves the right to mandate Vendor use geofencing or other in-app methods to prohibit parking or locking scooters in specified areas, and/or to direct users to specified designated parking areas. City also reserves the right to mandate Vendor to use geofencing to prohibit the riding of scooters in specified areas always, or at certain times of day. Vendor shall also use geofencing or other in-app methods to limit speed of scooters in designated areas, including but not limited to designated parkland areas where scooters must not exceed 10 MPH. Vendor shall comply with any geofencing requirements within 15 business days of a written or emailed request made by the City. The cost of installing and maintaining geofencing equipment or facilities will be borne by Vendor.
- D. Vendor will take commercially reasonable measures to disinfect vehicles in its scooter and bicycle fleet, including but not limited to disinfecting all surfaces using Tier 1 cleaners and associated products on a routine basis.
- E. Vendor will undertake proactive, reasonable measures to prevent and deter improper parking of electric scooters and electric-assist bicycles on private property, or other public property not owned or controlled by the City.

- F. Vendor must require its customers to acknowledge and accept the laws and regulations, including park regulations, as to how and where a customer can ride its electric scooters and electric-assist bicycles. The Vendor must require its customers to acknowledge and accept the applicable laws for operation of a motorized scooter in the City of Saint Paul and as required in Minn. Stat. §169.225, and Minn. Stat. §169.222 pertaining to operation of an electric-assisted bicycle in the City and require that they comply with those laws.
- G. Vendor will undertake proactive, reasonable measures to educate and facilitate its customers to park electric scooters and electric-assist bicycles in preferred or designated areas. The City will work collaboratively with Vendor to designate these areas and monitor vehicle parking.
- H. Vendor must require its customers to acknowledge and accept that the customer will not use the electric scooters and/or electric-assist bicycles in a manner that is illegal, reckless or endangers others.
- I. If customers of a Vendor excessively violate park regulations, the Director of Parks and Recreation may prohibit the Vendor from deploying electric scooters and/or on parkland by providing written notice.
- J. The City, in its sole discretion, may require Vendor to rebalance the distribution of electric scooters and/or electric-assist bicycles in specified areas of the city if deemed too dense or too sparse, or if doing so will help promote equitable access to and from traditionally underserved areas within the City. Vendor will comply with all such requests within 24 hours of receiving notice from the City.
- K. Electric scooters and/or electric-assist bicycles being parked on park property may only be parked in areas designated by signage as scooter parking, or, if no designated parking is identified, near bicycle parking, parking lots, or transit stops, but outside of the Transit Zone.
- L. Vendor must provide an application program interface (API) that meets the requirements of the Mobility Data Specification (MDS) as published online at <https://github.com/openmobilityfoundation/mobility-data-specification>.
- M. Vendor must provide the City with monthly trip data in .csv format containing at a minimum the following information: trip ID, start time, end time, start location, end location, trip distance. Data regarding start location and end location shall be in longitude and latitude format, with each coordinate rounded to three decimal places.
- N. The Contractor agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and in particular Minn. Stat. §§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and Contractor must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the

Contractor's unlawful disclosure or use of data protected under state or federal laws, regardless of the limits of insurance coverage. Further, the Contractor must ensure that all applicable notices are provided consistent with Minn. Ch. 13, including Tennessee warnings

- O. Vendor agrees that trip data provided to the City may be public information subject to Minnesota Statutes Ch. 13 (the Minnesota Government Data Practices Act, or "MGDPA"), and that the City may store, distribute, display, analyze, or otherwise publish trip data for public use. The MGDPA governs disclosure requirements of government data and both parties agree to abide by and comply with the requirements of the MGDPA, regardless of any conflicting provisions in Vendor's MDS data sharing agreement.
- P. Vendor shall not engage in any anti-competitive practices related to other vendors operating in Saint Paul.
- Q. Vendor shall work with the City on an annual basis to develop and implement a short survey of Vendor's users to assist the City in evaluating the long-term use of scooters within the City's transportation and recreation plans.
- R. Vendor shall schedule and conduct a monthly compliance check-in meeting with the City Contract Administrator during the operating season.
- S. Vendor shall produce a year-end report no later than January 15, 2026, on the shared scooter and bicycle programs. The report shall include, at a minimum, information on vehicle numbers, trips (average per weekday, weekend, and time of day) and trip characteristics (origins/destinations, key routes, trip distance/speed/duration, trip purpose), utilization rates, usage by city ward geography, compliance metrics for downtown and Harriet Island vehicle caps, and public feedback and complaints. Vendor may include additional information and images at the Vendor's discretion.
- T. Vendor shall provide the City with up to five (5) unlimited user licenses to aid in system oversight, monitoring quality control, verifying user experience and maintenance standards, validating data, and to aid in the relocation of electric scooters and electric-assist bicycles when necessary.
- U. On a monthly basis, Vendor must ensure that scooters are distributed throughout the city in a manner that increases transportation equity as follows:
 - i. A minimum of 30% of the fleet must be distributed throughout Low Income Housing Tax Credit (LIHTC) Qualified Census Tracts (QCTs), excluding Harriet Island. This requirement may not be met by deploying scooters within Harriet Island Regional Park, Raspberry Island, and its immediate vicinity.
 - ii. A maximum of 250 electric scooters and 150 electric-assisted bicycles operated by Vendor may be distributed within the Downtown Entertainment District as defined in Municipal Code Section 409.02.
 - iii. A maximum of 75 scooters and 75 electric-assisted bicycles operated by the Vendor may be distributed within Harriet Island Regional Park and Raspberry Island. If the Vendor feels that a larger number of vehicles should be considered for this location, the Vendor may request an

increase in writing to the City Contract Administrator in accordance with Section 2 of this agreement.

- V. Vendor must allow trips to begin or end at any location within the Service Zone, subject to all other parking requirements in the Agreement.
- W. Vendor City must remove all electric scooters and electric-assisted bicycles from City Property within 24 hours of receiving notice if the City determines that the scooters and/or bicycles pose a threat to public health or safety, including, but not limited to, instances of civil unrest or health pandemics.
- X. Vendor shall not commence work until written notice is provided by the City pursuant to Section 3.A. Vendor shall continue work until the end of operational season date pursuant to Section 3.A.

SECTION 7: Insurance.

Vendor must have insurance of the kind and in the amounts shown below for the duration of the contract. Insurance certificates should state that the City of Saint Paul, its officials, employees, agents, and representatives are added as Additional Insureds for General Liability.

A. General or Business Liability Insurance

- \$1,000,000 per occurrence
- \$2,000,000 aggregate per year
- \$5,000,000 umbrella

Policy must include an “all services, products, or completed operations” endorsement when appropriate.

B. Workers Compensation and Employer’s Liability

- i. Worker’s Compensation per Minnesota Statute
- ii. Employer’s Liability shall have minimum limits of
 - \$500,000 per accident;
 - \$500,000 per employee
 - \$500,000 per disease policy limit.
- iii. Vendors with 10 or few employees who do not have Worker’s Compensation coverage are required to provide the City with a completed “Certificate of Compliance” (State of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

C. General Insurance Requirements

- i. The policy is to be written on an occurrence basis or as acceptable to the City. Certificate of insurance must indicate if the policy is issued on a claims-made or occurrence basis. Agent must state on the certificate if policy

includes errors omissions coverage.

SECTION 8: Compliance with Applicable Law.

Vendor must comply with all applicable federal, state, and local laws, and all applicable rules, regulations, and standards established by any agency of such governmental units, insofar as they related to the Vendor's performance of the provisions of this Agreement.

If, due to any change in Applicable law or the interpretation thereof by any court of law or other governing body having jurisdiction over this Agreement, performance of any provision of this Agreement shall become impracticable or impossible, the Vendor shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

SECTION 9: Non-Discrimination.

Vendor shall not discriminate in the hiring of any person to perform services under this Agreement based upon race, sex, color, creed, religion, sexual or affectional orientation, age, disability, familial status, marital status, status with respect to public assistance, national origin, or ancestry, nor will any such discrimination be practiced in the access to the services provided hereunder.

SECTION 10: Hold Harmless.

The Vendor shall defend, indemnify and hold harmless the City, its officers, agents, and employees ("Indemnified Parties") from all claims, actions or suits of any character brought for or on account of any claimed or alleged injuries or damages received by any person or property resulting from any act or omission by any person employed by Vendor in carrying out the terms of this Agreement and by claims brought by third parties regarding the location, condition, or performance of the scooters and/or electric-assist bicycles being operated within the City of Saint Paul. Vendor's indemnification and defense obligation shall not apply to claims arising out of the City's negligence or misconduct.

Notwithstanding anything contained herein to the contrary, Vendor shall have no obligation to indemnify, defend or hold harmless the Indemnified Parties from and against all claims resulting from or arising out of the Right of Way, including, but not limited to, the design, construction, or maintenance failure of the roadway, roadway infrastructure, roadway projects, or other rights of way, including, but not limited to, sidewalks, medians, curbs, and bridges, controlled, maintained, or owned by the Vendor.

The Vendor shall promptly notify the Indemnified Parties of all claims and/or lawsuits related to this Agreement giving rise to Vendor's duty to defend, even if the Vendor is the only party named in such claim or suit. The Indemnified Parties waive any right of defense or indemnification if the claim and/or lawsuit is not tendered within 90 days of notice of a claim. The Vendor shall control the defense of any such claim, including the election of defense counsel. The party Indemnified Parties shall not willfully make any admission, consent to the entry of a judgment, or enter into any settlement related to such claim

without the prior written consent of the Vendor.

SECTION 11. Conflict of Interest.

Vendors' acceptance of this agreement indicates compliance with Saint Paul Administrative Code § 24.03: "Except as permitted by law, no city official or employee shall be a party to or have a direct financial interest in any sale, lease, or contract with the City." Vendor affirms that to the best of the Vendor's knowledge this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract.

SECTION 12. Termination.

The City may terminate this Agreement at any time with or without cause upon twenty-four (24) hours advanced written notice to Vendor. City will give Vendor written notice of the termination delivered electronically or by U.S. Mail, with proof of delivery, addressed to the Contract Administrator at the address listed in Section 15 below. Vendor will have fifteen (15) calendar days from receipt of notice to remove all electric scooters and/or electric-assisted bicycles from the City property. Vendor may also terminate this Agreement at any time with or without cause by notifying the Contract Administrator listed in Section 15 below via email. Vendor will have fifteen (15) calendar days from delivery of notice to the City remove all scooters from City property. In the event that the Agreement is terminated by City or Vendor, the City will not return any portion of the undisputed Fees paid to the City. The provisions of Section 10 shall survive any termination of this Agreement.

Vendor agrees to voluntarily release and waive any and all claims and causes of action for damages, costs, expenses, losses, fees, and compensation arising from or related to any cancellation or termination of this Agreement by the City. Vendor agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees, and compensation based upon the existence, cancellation, or termination of the Agreement. Vendor agrees not to sue or institute any legal action against the City based upon any of the claims released in this paragraph.

SECTION 13: Amendment or Changes to Agreement.

Any changes or amendments to the provisions of this Agreement will be valid only when reduced to writing and duly signed by the parties.

SECTION 14: Force Majeure.

Vendor will not be liable for any failure to perform under this Agreement caused by severe weather, acts of God, health pandemic and epidemics, civil or military emergencies or acts of legislative or judicial bodies.

SECTION 15: Contract Administration:

The following individuals are designated as the Contract Administrators, to whom all communications regarding this Agreement should be addressed:

CITY OF SAINT PAUL

VENDOR

David Peterson
800 City Hall
15 W. Kellogg Blvd.
Saint Paul, MN 55102
(651) 266-9724
david.peterson@ci.stpaul.mn.us

Jimmy Gilman
Two Embarcadero Center - Spin
8th Floor - WeWork
San Francisco, CA 94111
(888) 249-9698
jimmy.gilman@spin.pm

SECTION 16: Assignment.

This Agreement may not be assigned or transferred without the written consent of the City and any attempt to do so will be void, except to the extent the parties wish to assign or transfer the agreement to an affiliate without a change in control, which may be done without the written consent of the other party.

SECTION 17. Entire Agreement.

It is understood and agreed that the entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof. The Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

SECTION 18. Counterparts.

The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

SECTION 19. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

2024 Shared Electric Scooter and Electric-Assisted Bicycle Agreement - Renewal

For the City:

For the Vendor:

Mayor or Deputy Mayor

By: _____
John Lankford
Senior Director, Partnerships & Policy
Spin

Director of Public Works

Director of Parks and Recreation

City Attorney’s Office – Approved as to Form